a delivery of the keys and an unqualified acceptance by the landlord do amount to a surrender. *Dodd* v. *Acklom*, 6 M. & G. 672. The general rule is that if the landlord's acts are inconsistent with the existence of the particular estate he is deemed to have accepted the tenant's offer to surrender. See 22 HARV. L. REV. 55. Thus where a landlord lets the vacated premises to a third person without the tenant's assent there is a surrender by operation of law. *Gray* v. *Kaufman Co.*, 162 N. Y. 388. And when he enters and makes alterations, the term is surrendered. *McKellar* v. *Sigler*, 47 How. Pr. (N. Y.) 20. In the principal case the landlord's intention in fact was not to rent the premises for the tenant's benefit, but, by making alterations during the continuance of the term, so to improve the house that it would command a higher rental in the future. Such a position is inconsistent with the relation of landlord and tenant and ends the tenant's liability for rent. *Duffy* v. *Day*, 42 Mo. App. 638.

WAGERING CONTRACTS — RENEWED PROMISE TO PAY FOR NEW CONSIDERATION. — The defendant gave the plaintiff a check on a gambling debt. After part payment, the defendant promised to pay the balance, if the plaintiff would hold over the check and not publish him as a defaulter. *Held*, that the plaintiff can recover on the new contract. *Hyams* v. *Stuart King*, [1908] 2 K. B. 696.

Not publishing the defendant as a defaulter is new and sufficient consideration. See 8 HARV. L. REV. 27; 12 *ibid.* 515. But an obligation arising out of an illegal transaction, even though for new consideration, will not be enforced between the same parties, if the plaintiff requires the aid of the original transaction to make out his case. See *Gray* v. *Hook*, 4 Comst. (N. Y.) 449. Accordingly, in America, where a wagering contract is regarded as both void and illegal, an agreement to settle it for new consideration on a new basis is invalid. *Everingham* v. *Meighan*, 55 Wis. 354. The principal case ought to be similarly decided, if the original transaction were clearly illegal. See *Simpson* v. *Bloss*, 7 Taunt. 246. But wagering contracts were valid at common law. The English statute makes them void, but not illegal. *Fitch* v. *Jones*, 5 E. & B. 238. Hence there is no taint of illegality to carry over to the new contract, even though it arises out of the original void transaction. Upon the assumption that the first transaction is merely void, the case is rightly decided, and follows previous English decisions. *Bubb* v. *Yelverton*, L. R. 9 Eq. 471; *In re Browne*, [1904] 2 K. B. 133.

WASTE — PERMISSIVE WASTE — WHETHER TENANT FOR YEARS LIABLE FOR TREBLE DAMAGES. — A tenant for years was guilty of permissive waste. *Held*, that he is not liable for treble damages. *Rimoldi* v. *Hudson Guild*, 59 N. Y. Misc. 480.

At common law an action of waste only lay against tenants in by act of law. 2 Co. Inst. 299. To protect the inheritance against the waste of tenants in by act of the parties, the Statute of Marlbridge was passed in 1267 providing that termors should not "do or make waste." 52 Hen. III, c. 23. That proving inadequate, the Statute of Gloucester in 1278 enacted that one guilty of waste should forfeit his term and pay treble damages. 6 Ed. I, c. 5. These ancient statutes are a part of the common law of this country. *Sackett* v. *Sackett*, 8 Pick. (Mass.) 309. In many states they have been re-enacted. See N. Y. Code Civ. Proc. § 1655. Prior to these statutes waste was recognized in the law as an injury to the inheritance resulting from acts of either commission or omission. See *Moore* v. *Townshend*, 33 N. J. L. 284. The statutes did not create new kinds of waste, but gave a new remedy for the old wastes. See 2 Co. Inst. 145. Consequently it has been held that to "do or make waste" includes permissive as well as voluntary waste. *Robinson* v. *Wheeler*, 25 N. Y. 252. And by the weight of authority a tenant for years is liable in full damages for permissive waste. *Newbold* v. *Brown*, 44 N. J. L. 266. It is, therefore, difficult to support the principal case. See *Coke* v. *The Champlain Transportation Co.*, 1 Den. (N. Y.) 91.